

ATTACHMENT C. Page 2--Residential Services

Per an Interagency Service Agreement between the Department of Mental Retardation (DMR) and the Division of Medical Assistance (DMA) relative to the provision of PCA services, the contractor will:

- Not seek PCA services for a consumer funded through this contract without written prior approval from the DMR Area or Regional Director for any consumer who receives at least 15 hours a week of direct support through this contract.
- Provide the necessary supports to meet the needs relative to the Activities of Daily Living (ADL) and the Instrumental Activities of Daily Living (IADL) as set forth in 130 CMR 422, 410 for any consumer for whom PCA services are being sought commensurate with the resources made available by the Department at the onset of residential services provided through this contract.
- Cooperate with staff of DMR, DMA or their designees in order to access the appropriateness of PCA supports for any consumer for whom such supports are being sought.

CRITICAL SERVICES PROCUREMENT (for inclusion in Residential Services Programs)

In order to ensure continuity of care to Commonwealth clients where a Service Contract for a residential program has been terminated because of a provider Contractor's breach, the Executive Office of Health and Human Services ("EOHHS") has promulgated the following standard Secretariat Condition applicable to all residential services for which EOHHS Purchasing Agencies purchase at least 50% of the capacity of the residential program. Service contracts to which this provision applies shall be deemed Critical Services Contracts. Where more than one EOHHS Purchasing Agency purchases the program, the Principal Purchasing Agency, or other Purchasing Agency designated by EOHHS ("EOHHS Purchasing Agency") shall be responsible for coordinating or otherwise negotiating on behalf of the Commonwealth as described below.

In the event of termination under Section 4 of the Commonwealth Terms and Conditions for Human and Social Services ("T/C-HSS") for the provider Contractor's breach, default or emergency of a Critical Service Contract, the following additional provision shall apply:

Upon the request of the EOHHS Purchasing Agency, the provider Contractor shall participate in good faith negotiations with the EOHHS Purchasing Agency, the Successor Provider and, where appropriate, the building owner and financial institution, over the temporary use and occupancy of the building by the Successor Provider. The scope of negotiations shall include, but not be limited to, the duration and other terms of the temporary use and occupancy. While nothing in this Condition shall require any party to the negotiations to reach an agreement, the parties shall make their best efforts to ensure the continuity of residential client care while the EOHHS Purchasing Agency is identifying alternative residential locations.

This provision shall remain in effect until the enactment of legislation authorizing the court appointment of a receiver in emergency situations in which clients of a provider Contractor are in imminent danger of harm.